

1 Hon. Richard A. Jones  
2 Hon. J Richard Creatura  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

El PAPEL LLC, *et al.*, )  
vs. )  
JAY R INSLEE, *et al.*, )  
Defendants. )  
Plaintiffs, )  
DEFENDANT CITY OF  
SEATTLE'S OBJECTIONS TO  
REPORT AND  
RECOMMENDATION  
No. 2:20-cv-01323-RAJ-JRC

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While hesitating to cast them as "objections," Defendant City of Seattle notes two opportunities in the Report and Recommendation, Dkt. # 63 ("Report"), to more accurately convey the three distinct City measures Plaintiffs challenge. *See* Dkt. # 27 at pp. 7-8 (explaining the three measures).<sup>1</sup>

First, the Report opens by casting all three City measures as part of one City moratorium:

At issue in this lawsuit is the constitutionality of two residential eviction moratoria enacted in response to the novel coronavirus ("COVID-19") pandemic: Washington State Governor Jay Inslee's moratorium, which is in place for the duration of the COVID-19 health crisis, and the City of Seattle's moratorium. The City's moratorium includes a repayment plan for late rent and a post-COVID-19, six-month extension of the eviction moratorium.

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<sup>1</sup> The City also agrees with and adopts the points raised in Defendant Gov. Jay Inslee's objections.

1 Dkt. # 63, p. 1. Although referring to the measures collectively as “the moratoria” would be  
 2 reasonable, the Court should convey that not all are moratoria. A more accurate opening would  
 3 read:

4 At issue in this lawsuit is the constitutionality of four measures enacted in  
 5 response to the novel coronavirus (“COVID-19”) pandemic: Washington State  
 6 Governor Jay Inslee’s residential eviction moratorium; the City of Seattle’s  
 7 residential eviction moratorium; the City’s additional six-month eviction defense;  
 8 and the City’s rent repayment plan requirement. The Court uses “moratoria” to  
 9 refer to these measures collectively unless the context suggests otherwise.

10 Second, because the City’s six-month defense is distinct from its moratorium, the Court  
 11 would err by stating: “The second key protection is a six-month extension of the eviction  
 12 moratorium.” Dkt. # 63 at p. 6. That could be stated more accurately as: “The second key  
 13 protection is a defense to eviction extending for six months after the termination of the eviction  
 14 moratorium.” *Accord* Dkt. # 63, p. 21 (correctly referring to “the six-month defense”).

15 Respectfully submitted December 16, 2020.

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 29 Seattle and Jenny A. Durkan, in her official capacity  
 30 as the Mayor of the City of Seattle